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Contract Database Metadata Elements

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AGREEMENT

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BY AND BETWEEN THE
CITY OF LOCKPORT

And

CSEA, Local 1000 AFSCME
AFL-CIO



City of Lockport Employee Unit
Niagara County Local 832

January 1, 2003 – December 31, 2007

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2003, by and between the CITY OF LOCKPORT, a political subdivision of the state of New York (hereinafter refer to as the "City"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified Union for the City of Lockport Employee Unit Local 832 (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

The City of Lockport recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified Union for the City of Lockport Employee Unit Local 832 pursuant to the terms of the certification issued in April of 1984, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for all job titles listed in Appendix B, which is attached hereto and made a part of this Agreement.

1. All job titles similarly created in the future.
2. It is understood by the parties that the Confidential Secretary to the Mayor is exempt from the provisions of this contract.
3.
 - a. It is further understood the temporary employees whose employment is expected to exceed six (6) months, shall be covered by the terms and conditions of this Agreement.
 - b. Temporary employees whose tenure is expected to be less than six (6) months shall be exempt. In the event they surpass six (6) months continuous duty, the terms and conditions of this contract shall apply.

ARTICLE II

LEGISLATIVE REVIEW

It is agreed by the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the

additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

ARTICLE III

THE ESTABLISHMENT OF WORK RULES

The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Prior to implementation of Work Rules, the Union shall have the opportunity to give input into any such proposed rules.

ARTICLE IV

UNION RIGHTS

A. Access to Employees

The City agrees to permit representative of the Union to enter City of Lockport property at any time for individual discussion of working conditions with bargaining unit employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, after obtaining permission from the Department Head.

The City agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to the bargaining unit employees during working hours. The City further agrees that it will not permit any other organization, or union, to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space on property or premises owned or occupied by the City of Lockport, except for challenge periods.

B. Pledge Against Coercion

The Employer agrees not to interfere with the rights of Employees to become members of the Union. There will be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any Employee because of his/her Union membership or because of an Employee activity in an official capacity on behalf of the Union.

C. Bulletin Boards

The City shall provide exclusive bulletin board space in an accessible place in the following locations for the purpose of posting bulletins, notices and material issued by CSEA, which shall be signed by the designated official of CSEA, or its appropriate Local:

Municipal Building

Water Department

Department of Highways and Parks

Wastewater Treatment Plant

There shall be no bulletin board space reserved exclusively for this use of any other employee organization except employee organizations which have been certified or recognized as the representative for collective bargaining negotiations of other City employees at such locations. No such material shall be posted which is profane or obscene, or defamatory of the City or its representatives of which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE V

EMPLOYEE ORGANIZATION LEAVE

With prior notification, members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc. shall have the right to leave, without charge to accumulated credits, for the conduct of Union business as follows:

- A. The President or his designee shall be granted twelve (12) days leave per year, without charge to accumulated credits, to conduct Unit, Local or regional business or to attend Board of Director's meetings.
- B. Up to two employees who are delegates to the CSEA annual convention shall be granted five (5) days total leave per year, without charge to accumulated credits, to attend the CSEA annual convention.
- C. Up to two employees that are elected or are appointed officials of Region 6 CSEA, shall be granted five (5) days total leave per year without charge to a cumulative credits, to attend meetings and official functions, as called by the Regional President.
- D. The maximum number of organization leave days under the above provisions shall be twenty-two (22) days per year.

ARTICLE VI

DUES DEDUCTION

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit programs for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, on a payroll period basis. No other organization shall be afforded any payroll deduction privilege with regard to Union dues or Union sponsored insurance and benefit programs for employees covered by this Agreement without express consent and written authorization of the Civil Service Employees Association, Inc.

The City agrees to submit to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, New York, 12210, each payroll period a list generated by CSEA, Inc., itemizing the deduction of each employee.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits and other forms of liability that may arise by reason of actions taken or not taken by the City for purpose of complying with any provisions of this article.

ARTICLE VII

AGENCY SHOP

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. the amount equivalent to the dues levied by the Civil Service Employees Association, Inc, 143 Washington Avenue, Albany New York 12210, on a payroll basis.

ARTICLE VIII

INFORMATION

On the effective date of this Agreement, the City shall supply to the Unit a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, date of birth, work location, and first date of employment. Such information shall hereafter be provided to the Unit on a yearly basis.

The employer shall supply to the Unit on a per occurrence basis, the same information for all new employees and those who terminate their employment.

ARTICLE IX

LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee consisting of three (3) CSEA representatives and three (3) City representatives. In addition, the Labor Relations Specialists may attend.

The Committee shall meet on a monthly basis or as necessary to discuss problems of mutual concern. An agenda of items to be discussed will be exchanged at least seven (7) calendar days before such meetings.

The employee representatives shall suffer no loss of time and pay if the meeting occurs during their work hours.

ARTICLE X

SICK LEAVE

A. Statement of Purpose

Sick Leave is hereby defined as leave of absence from duty, with pay granted to an employee by reason of such employee's own sickness or disability. Under no circumstances is sick leave to be construed as additional vacation due an employee, or as an excuse for leave of absence with pay, or for any other purpose.

Sick leave shall be construed only as insurance or a protection to the employee provided by the City against the employee's loss of income due to legitimate sickness or disability provided that such employee has met certain conditions and has accumulated sufficient sick leave credits to cover the period of sickness or disability allowed for the calendar year.

B. Sick Leave Accumulation

Each full-time employee shall be allowed to accumulate sick leave credits without a limit at the rate of one and one quarter (1 ¼) working days for each month completed in service. Sick leave credits shall be computed from the first day of service provided, however, that no sick leave shall be authorized until the employee has completed six months continuous employment. These credits, together with any previous sick leave credits which would have been usable on that date shall become cumulative.

The unit of computation of sick leave time used shall not be less than one-half ($\frac{1}{2}$) day. Credits cannot be earned for any month in which an employee is absent without pay in excess of two days.

For the calculation of sick leave credits, the time recorded on the payroll at full rate of pay shall be considered as time "served" by the employee, provided, however, that sick leave credits shall not accumulate after an employee has been on sick leave for a continuous period exceeding one year, nor after an employee is absent on Worker's Compensation disability for a continuous period exceeding one year.

C. Eligibility

1. Upon proper evidence of a bona fide illness, an employee shall be able to draw on his accumulated and unused sick leave credits.
2. In order to apply for sick leave, proof of disability must be provided by the employee, satisfactory to the Department Head. The employee, or his agent, must report such a sickness or disability within thirty minutes of his scheduled starting time on each and every day of sickness or disability.
3. The Department Head may require a physician's certificate for any absence where the illness or disability is of long duration, a physician's certificate may be required for each seven (7) days of continuous absence. In any case, the Department Head may require an examination by the City Physician, and the Department Head shall arrange such an appointment. Whenever an employee has been on sick leave for thirty (30) successive days, the Department Head must require that the employee be examined by the City Physician before he returns to duty. The Department Head will arrange for the examination to be held within two (2) working days. In the event such employee shall fail to submit or refuse consent to such medical examination, he shall be deemed to have waived his rights under this Article.
4. Where an employee received compensation under the Worker's Compensation Law on account of disability, he shall receive sick leave with pay during the period of disability for which he received compensation. The compensation payments, to which such employee is entitled, shall be received directly by the City, and the

employee shall be credited with sick leave credits equal to the pro-rata payments of compensation so received.

5. Whenever an employee shall be absent on sick leave and the period for which he is absent includes a day or days upon which such employee was not scheduled to work, such day(s) shall not be charged against his accumulated sick leave credits.

6. The Department Head shall maintain records of accumulated sick leave credits for each employee and a record of the total sick leave granted to each employee.

D. Extended Sick Leave

An employee with five (5) years continuous service with the City immediately prior to his application for benefits under this provision, shall be eligible for Extended Sick Leave as follows:

1. Such employee shall receive one (1) week sick leave at $\frac{1}{2}$ pay for each year of consecutive service up to a maximum of 26 weeks at $\frac{1}{2}$ pay.

2. Health insurance shall be provided by the City for the period of earned extended sick leave. The City may require the proof of disability from two qualified physicians.

3. Any employee who utilized extended sick leave under this provision will earn the same benefits he/she would have earned while on regular sick leave.

4. Frequency of certification of illness shall be set forth in Sick Leave provisions of this contract.

5. An employee shall be eligible for extended sick leave on only ONE occasion during his/her career, and may apply for extended sick leave only after exhausting all other accruals.

6. No payment shall be made at retirement or at any other time for any unused earned extended sick leave.

E. Sick Leave Incentive

An employee shall earn additional Personal Days for limited use of sick days as follows:

1. Zero sick days used in calendar year:
3 additional Personal Days earned
2. One or two sick days used in calendar year:
2 additional Personal Days earned
3. Three sick days used in calendar year:
1 additional Personal Day earned

Such personal days utilized shall be charged against an employee's accumulated sick leave credits, but shall not be charged as sick days used for purposes of computing entitlement to additional day hereunder.

F. Family Illness

At the discretion of the Employer, sick leave days may be used for serious illness of a spouse or child. The Employer shall not be unreasonable in approving such leave when requested by an employee. Such leave shall be charged against the sick leave accruals of the employee taking the leave described in this Section F.

G. Part-Time Employees

Any employee hired to work less than full-time (35 hours) per week shall be entitled to accrue this benefit in fractional proportion to full-time employees.

Article XI

Medical Benefits Plan

The parties hereto agree that there will be provided to each active employee, family or single medical insurance benefits. The "core" health insurance plan will be the POS 201 with the \$5.00 Formulary RX coverage. For those employees opting for the POS 203/203 Plus or the POS 204/204 Plus plan, the City will contribute the equivalent of the difference between the premium of the "core" POS 201 plan and the premium of the chosen plan into the HRA 105 account. The HRA 105

contributions will be made by the City to coincide with the initial start date of the agreed upon health plan.

In addition, the City will notify the CSEA President and Vice- President of the dollar amount of the City HRA 105 contribution 10 days prior to the initial open enrollment period and 10 days prior to the open enrollment period in all subsequent years thereafter.

Active employees will have a choice of the following medical plans as agreed on upon jointly by all City of Lockport collective bargaining units:

- Option One - POS 201 or POS 201 Plus with \$5.00 RX co-pay
- Option Two - POS 201 or POS 201 Plus with \$7/\$15/\$35 RX co-pay
- Option Three - POS 203 or POS 203 Plus with HRA 105 Account
- Option Four - POS 204 or POS 204 Plus with HRA 105 Account

Benefits for these plans are as outlined in the attachments.

The employee will have the opportunity to switch options during the annual open enrollment period each year.

- A. The City agrees to pay the full cost of the above referenced medical insurance benefits. Employees hired prior to October 20, 2004, will contribute as follows:

First year of employment – 50% employee paid
50% City paid

Second year of employment – 25% employee paid
75% City paid

Commencing with third year of employment the City will bear the full cost of coverage.

Employees hired after October 20, 2004 will contribute to the cost of the insurance coverage as follows:

First year of employment -	50% employee paid 50% City paid
Second year of employment-	40% employee paid 60% City paid
Third year of employment-	25% employee paid 75% City paid
Fourth year of employment-	15% employee paid 85% City paid

Commencing on the employee's 5-year anniversary date, the employee will receive 100% City funded health insurance.

- B. Effective January 1, 2005 any employee who does not avail himself/herself of the coverage provided herein shall receive a lump sum payment based on a sliding scale:

1-5 employees opting for the buyout	-	\$1,800.00
6-10 employees opting for the buyout	-	\$2,100.00
11+ employees opting for the buyout	-	\$2,300.00

Said sum shall be paid to such employee on the first payday in December, and will be pro-rated if necessary.

- C. The City will permit any employee who is a member of the Hospital and Medical Plan provided herein at the time of their retirement to retain their membership in said medical plans, as follows, with the City paying the full cost thereof, subject to the criteria established in the adopting resolution of the Common Council of the City of Lockport, dated December 16, 1964.

Employees hired prior to January 1, 1985

Option One	- PPO 811 National
Option Two	- PPO 812 National
Option Three	- POS 201 or 201 Plus with \$5.00 RX co-pay
Option Four	- POS 203 or 203 Plus with HRA 105 Account
Option Four	- POS 204 or 204 Plus with HRA 105 Account

Benefits for these plans are as outlined in the attachments.

Employees hired after January 1, 1985

Option One	- PPO 812 National
Option Two	- POS 201 or 201 Plus with \$5.00 RX co-pay
Option Three	- POS 203 or 203 Plus with HRA 105 account
Option Four	- POS 204 or 204 Plus with HRA 105 account

Benefits for these plans are as outlined in the attachments.

Any retired employee who does not avail himself/herself of the coverage provided herein shall receive a lump sum of \$1,000 by reason of such non-

participation beginning with the year 2004. Said sum shall be paid to such retired employee on the first payday in December, and will be pro-rated if necessary.

Those individuals, who chose to receive the savings by virtue of their not participating in the medical insurance plan provided, may rejoin the plan at any time or upon the death of their spouse, or upon any qualifying life-changing event.

The City will allow the spouses of all employees, active and retired, to continue participation in the Hospital and Medical plan upon the death of the employee/retiree at the surviving spouse's own expense.

ARTICLE XII JOB POSTINGS

A. The City shall transmit a copy of any job opening within the bargaining unit to all departments for posting. The posting shall be for a period of ten days prior to the filling of such opening. A copy of the posting will be provided to the Unit President, Vice President, Secretary and Treasurer at the time of the posting.

The posting shall contain:	Job title
	Department
	Rate of pay
	Copy of qualifications

During the posting period, any unit employee who wishes to apply for the position may obtain an application at the Civil Service Office and return the completed application to the Civil Service Office.

B. Promotion/Reclassification

1. An employee reclassified or promoted one grade from one job to another job within the promotional ladder as determined by the Civil Service Commission, shall receive the rate of pay in the beginning step of the higher salary grade and progress through the steps on their anniversary dates thereafter for the term of this Agreement. If the beginning step in the higher salary grade does not provide an increase, the employee shall move to the step that does provide an increase.
2. An employee(s) reclassified or promoted two or more grades from one job to another job within the promotional ladder as determined by the Civil Service Commission, shall receive the rate of pay that is not less than the equivalent of two steps. Such employee(s) shall progress through the steps on their anniversary dates thereafter for the term of this Agreement. An employee who is promoted or reclassified and the Entrance Step of the new pay grade is greater than the equivalent of two steps, such employee shall receive Entrance Step pay and progress through the steps on anniversary dates thereafter for this Agreement.
3. Each new employee shall serve a probationary period in conformance with Civil Service Law, not less than eight (8) weeks nor more than twenty-six (26) weeks unless a training period, in which case the probationary period should be one year.
4. An employee shall be allowed to transfer to a vacant position in another department before the vacancy is otherwise filled with the approval of the affected Department Heads, which approval shall not be unreasonably withheld. Such employee shall serve a probationary period of not less than eight (8) weeks nor more than 26 weeks in the new employment, which probationary period may be shortened at the option of the City. Within the probationary period such employee may retreat to his former position.

Article XIII

Retirement Plan

A. Each employee covered under this contract who is considered a Tier I or Tier II participant in the New York State Retirement System shall be afforded the benefits of the Improved Twenty (20) Year Career Retirement Plan (Section 75i) of the New York State Retirement and Social Security Law. All employees who are considered Tier III and Tier IV participants in the New York State Retirement System shall be provided the benefit of the Co-Escalator Retirement Plan.

B. Sick Leave Conversion

Upon retirement from active service, unused sick leave time will be paid in a lump sum commensurate with the employee's regular normal rate of pay at the rate of 50 percent. Any employee hired after January 1, 1985, will be paid at the rate of 25 percent. The employee shall have the option of taking his/her entire entitlement in equal installments over three (3) years. Such entitlement shall be vested to the retiree, and in the event of death of such employee, any remaining entitlement shall be paid over, as provided herein to the estate of such employee.

ARTICLE XIV

WORK DAY AND WORK WEEK

A. All employees shall be scheduled to work on a regular shift as determined by the Department Head. Such shift shall have a regularly scheduled starting and quitting time. Except for an emergency situation, no change in such schedule shall be made except upon two (2) weeks notice to the Union, who shall be allowed input into the change. It is clearly understood that the City may change a work shift.

Where such change by the City changes the shift as it existed on January 1, 1985, there shall be paid a shift differential as follows:

1. Starting after 11 a.m. to 4 p.m. – 2% of hourly wage
2. Starting after 4 p.m. to 11 p.m. – 4% of hourly wage
3. Starting after 11 p.m. to 7 a.m. – 6% of hourly wage
4. For Saturday work - 4% of hourly wage
5. For Sunday work - 8% of hourly wage

Subject to the above, the normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. The normal workday for City Hall employees shall consist of not more than eight (8) hours, from 8:30 a.m. to 4:30 p.m., with one hour lunch period.

B. Rest Periods

All employees work schedules provide for a 15 minute rest period during each half shift.

ARTICLE XV

CALL BACK COMPENSATION

Any employee called back to work after the completion of his regularly scheduled shift, shall be paid for at least four (4) hours at time-and-one-half whether the entire four (4) hours are worked or not.

Any time worked beyond four (4) hours shall be paid at time-and-one-half for the time actually worked. The Call Back provision shall not apply to overtime which immediately follows the employee's regularly scheduled work shift.

ARTICLE XVI

OVERTIME COMPENSATION

At the option of the employee, he/she may be compensated for overtime by either time off or money.

Compensatory time may be accumulated up to 100 hours and up to 50 hours of time may be carried over into the succeeding year. Hours accumulated hereunder which are not eligible to be carried over shall be paid in wages. All compensatory time shall be taken with the approval of the Department Head, whose approval shall not be unreasonably withheld.

1. Overtime rates shall be paid after eight (8) hours in one day, or forty (40) hours in one week. Thirty-five (35) hour employees shall receive straight time pay for the eighth hour of pay any day, or for the 36th through 40th hours in any week.
2. Adjustments for improper rotation of overtime shall be limited to assignment of the next available overtime until said employee is made whole.
3. For purposes of trying to equalize assignment of overtime, the overtime declined shall be considered as hours worked. The employee with the least amount of overtime worked or offered shall be assigned the next available overtime, provided he is qualified for the work.
4. Rotation of overtime shall be among those qualified employees who normally perform such work within their department.
5. Employees shall not unreasonably decline overtime in emergency situations.

ARTICLE XVII

HOLIDAYS

- A. Designated holidays for members of the bargaining unit shall be as follows: ½ day before New Year's Day; New Years Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day;

Independence Day; Labor Day; Columbus Day; Election Day; Veteran's Day; Thanksgiving Day; Friday immediately following Thanksgiving Day; ½ day before Christmas Day; Christmas Day.

- B. Those holidays recognized in this Agreement that have federally designated celebration dates will be observed on those dates. Additionally, the observance of Lincoln's Birthday shall be the Monday preceding the federally designated celebration date of Washington's Birthday. Such other holidays as provided for in this Agreement shall be observed on the traditionally observed day except that a holiday falling on a Saturday shall be observed on the preceding Friday, while a holiday falling on a Sunday shall be observed on the following Monday.
- C. Employees in continuous operations who are scheduled to work on such holidays, or other employees as may be required to work on such holidays, shall receive time-and-one-half for all hours actually worked.
- D. For the purpose of computing overtime, all holidays hours, whether worked or unworked, for which such employee is compensated shall be considered as hours worked.

ARTICLE XVIII

VACATIONS

- A. The City agrees that full-time employees shall be eligible for vacation as follows:

- 1 year continuous service, but less than 5 years continuous service 10 days
- 5 years continuous service but less than 10 years continuous service 15 days
- 10 years continuous service, but less than 15 years continuous service 17 days
- 15 years continuous service, but less than 20 years continuous service 20 days

- 20 years continuous service, but less than 25 years continuous service 22 days
- 25 + years continuous service 25 days

- B. Vacation entitlement is based on the anniversary date of the employment of an employee.
- C. Vacation shall not be accumulated from one calendar year to the next. Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time. It is understood by the parties that vacation is earned in one year based on anniversary date, and taken in the following year.

The Department Head shall schedule vacation in units of not less than five (5) work days. Upon the request of the employee, the Department Head, in his sole and absolute discretion may, when circumstances permit, allow an employee to use vacation time in units of less than five (5) working days. In the event of a conflict between employees over requested vacation time, departmental seniority shall prevail.

- D. Upon death, retirement or other type of separation from service of an employee, all the employee's accrued vacation and holiday time shall be computed on a pro-rata basis and paid to him/her in accordance with the normal rate of pay the employee was receiving at the time.
- E. When an employee earns a minimum of fifteen (15) vacation days in a year, the employee shall have the option of electing to receive the cash equivalent for a maximum of five (5) vacation days in lieu of taking off such earned vacation time, provided the employee gives notice of such election, in writing, no later than September 1 of the preceding year. Such notice is necessary for the City to budget the allocation. The employee shall, with 30 days written notice, make known to the City

during which pay period they wish to receive their vacation buy-back. It is further understood by the City and the employee that the employee can, at anytime, elect to void the buy-back option due to any change in circumstances.

ARTICLE XIX

PERSONAL DAYS

Each full-time employee shall be entitled to three (3) personal days per calendar year, which days shall not accumulate from year to year, the use of which shall be subject to the Department Head's approval, which approval shall not be unreasonably withheld. Any employee hired to work less than full-time (35 hours) per week shall be entitled to accrue this benefit in fractional proportion to full-time employees.

ARTICLE XX

BEREAVEMENT LEAVE

- A. A maximum leave of four (4) calendar days, following the day of death, without loss of pay, accumulated sick leave, vacation or other benefits, on account of death in the employee's immediate family. Such leave may require satisfactory evidence of such death and shall be subject to the discretion of the Department Head, which discretion shall not be unreasonably withheld. The immediate family shall include spouse, child, parent, sibling or grandparent.

- B. Other Relatives

Each employee of the bargaining unit shall be granted a maximum leave of three (3) calendar days, subject to the requirement of paragraph A herein on account of death of a mother- or father-in-law, brother- or sister-in-law and son- or daughter-in-law.

- C. Memorial Service

In the event the Memorial Service is not held within the above time parameters, an employee shall be entitled to one (1) day to attend same.

ARTICLE XXI

JURY DUTY LEAVE

The only paid time off will be given to employees who are called for jury duty or subpoenaed in an action NOT brought by the employee. Fees received for juror day shall be remanded to the City (except for mileage reimbursement).

Proof of subpoena must be submitted to the department head.

No employee will be given time off for matters due to their own initiation of a private suit unless the employee has sufficient personal and/or vacation accruals to cover the period in question.

ARTICLE XXII

LEAVES OF ABSENCE

Leave of Absence will be granted as follows:

A. Leaves of Absence with Pay:

Employees of the bargaining unit shall be granted Leaves of Absence with pay where required by law.

B. Leave of Absence without Pay:

1. Child rearing leave – Unpaid leave-of absence shall be granted upon application of an employee of the bargaining unit, and shall be granted such unpaid leave subsequent to the birth or adoption of a child for up to ten (10) months. In addition, an employee having given birth shall be allowed to utilize up to six (6) weeks of accumulated sick time. Such employee who has been medically certified as being sick shall not be limited to six weeks, but shall fall under the conditions as outlined under "Sick Leave". The Mayor, at his sole discretion, may extend such unpaid leave up to an additional six (6) months.
2. Employees may apply to the Mayor for unpaid leave of absence not to exceed one (1) year; such leaves shall be at the sole and absolute discretion of the Mayor.

3. Employees on unpaid leave-of-absence shall not be afforded any employee benefits with the exception of medical insurance coverage for twelve weeks per the Family and Medical Leave Act (FMLA). After which, such employees may opt to continue medical insurance coverage at his or her own expense, as may employees on non-FMLA unpaid leaves of absence. In addition, all accrued benefits and seniority shall be "frozen" and on an employee's return to work, or termination from employment with the City, such accruals shall be pro-rated, including vacation, longevity, and other such employee benefits.

C. Leave for Civil Service Exams

An employee shall be given time off with pay where the employer requires the employee to take a Civil Service Exam as a requirement to keep his job.

ARTICLE XXIII

TRAVEL POLICY

An employee required by his Department Head to use his own vehicle for City business, shall be reimbursed at the IRS approved rate.

ARTICLE XXIV

PERSONNEL FILE

- A. For the purpose of this Article, there shall be one official personal history folder maintained for an employee.
- B. The personal history folder shall contain copies of all personnel transactions and official correspondence with the employee.
- C. A copy of the document related to the employee's work performance placed in an employee's personnel history folder shall be sent to the employee at the time of such placement. In addition, effective ninety (90) days from the execution of this Agreement, an employee may be given the opportunity to acknowledge receipt of a counseling memorandum by signing it prior to its placement in his or her personal history folder. Where an employee's signature is not obtained, such memorandum shall

be sent to the employee at the employee's address of record by Certified Mail.

- D. Upon a grievance determination that the content of a formal written counseling memorandum issued after the effective date of this Agreement, is substantially inaccurate, such memorandum shall either be modified or withdrawn. Grievances alleging that the contents of a counseling memorandum are substantially inaccurate, shall be processed up to Step 3 of the Grievance Procedure, but shall not be subject to arbitration.
- E. An employee shall have the opportunity to review his or her personal history folder in the presence of an appropriate official of the department or agency, and, at his or her option, his or her union representative upon three (3) working days notice; provided however, where the employee's personal history is kept at a location other than the employee's place of work, five (5) working day's notice shall be required, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse, provided, however, and employee may not review letters of reference obtained in connection with his initial and subsequent employment.

ARTICLE XXV

GRIEVANCE PROCEDURE

A. Intent

The primary intent of this procedure is the orderly resolution of any disagreement or conflict between an employee or Union and the City of Lockport. The employee shall be entitled to representation by the Union at any and all stages of this procedure.

By mutual agreement in writing, any time limit as expressed herein may be waived for good reason.

The Public Employment Relations Board shall be the Administrative Agency for arbitration. If arbitration is required, only one arbitrator shall be selected to hear and determine the case and such decision shall be final and binding on both parties. The arbitrator's fee and expense shall be borne equally by the parties, and no transcript of the proceeding shall be required. In the event either party requires a transcript, the cost of same shall be borne by such party and a copy of the transcript provided at no cost to the other party.

CSEA local representatives, limited to no more than two stewards or officials and the grievant, shall be granted reasonable and necessary leave with pay for the investigation of claimed grievances and processing of grievances pursuant to this Article.

B. Grievance Defined

A grievance shall be defined as any claimed violation, misapplication or misinterpretation of any term of this contract, and/or condition of employment.

C. Grievant Defined

The grievant is any employee within the bargaining unit on behalf of himself and/or others similarly situated, or the Union, shall have the right to file a grievance.

D. Grievance Procedure

Step 1: Within fifteen (15) calendar days of the date on which the act of omission actually occurred or when the employee or Union became aware of the act or omission, a written grievance shall be submitted by the grievant to the Department Head, or in his absence, to the chairman of the Personnel Committee. The Department Head, or his agent, shall be allowed up to fifteen (15) calendar days to respond in writing; failure to respond by the City shall be deemed a denial of the grievance,

Step 2: In the event a grievance remains unresolved after Step 1, the grievant, within fifteen (15) days of receipt of the denial of his grievance, or fifteen (15) days after the grievance is deemed denied, shall have the right

to submit the grievance for a determination by the Personnel Committee. The Personnel Committee shall render a determination within fifteen (15) days of the receipt of the grievance.

Step 3: Final and Binding Arbitration

Within ten (10) calendar days of receipt of the Step 2 determination, the grievant shall have the right to file a written notice of intent to arbitrate. The decision of the arbitrator shall be final and binding subject only to limited court review as may be available for such determination.

ARTICLE XXVI

DISCIPLINE AND DISCHARGE

A. Applicability

The following disciplinary procedure will be applicable to all employees in the bargaining unit and is specifically intended to replace Section 75 and 76 of the Civil Service Law and shall be used exclusively in lieu thereof.

B. Cause

An employee shall not be subject to any disciplinary action except for just cause.

C. Management Rights

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee covered by the terms and conditions of this Agreement.

D. Procedure

(1) Disciplinary action or measures shall include, but are not limited to, the following actions and shall follow the order listed, unless circumstances warrant departure from the order listed:

- (a) Oral reprimand (with written confirmation)
- (b) Written reprimand
- (c) Suspension
- (d) Termination

- E. Discipline or notification of pending discipline shall be imposed within ten (10) working days of the alleged violation, or within ten (10) working days of the City first becoming aware of the alleged violation.

The disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his steward or other authorized representative of the union, and except in a dangerous situation, the employer will make available an area where the employee may do so before he is required to leave the premises.

- G. When any action or measure is imposed or is pending against an employee, the employer shall notify the employee in writing, in duplicate, of the specific reasons for such disciplinary action. The written notification shall contain a description of the charges which shall include dates, time, and places. Such notice shall be made by personal service, if possible, and if such service cannot be affected by personal service, it shall be made by Registered or Certified Mail, return receipt requested, to the last known address of the employee. The time limits for presenting a grievance defined in the previous article governing "Grievances" shall commence upon the receipt of a Notice of Discipline by the employee.

H. Immediate Hearing upon Suspension

An employee may be suspended prior to the resolution of the Notice of Discipline if the employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or will severely interfere with operations.

In the event an employee is suspended prior to a full hearing, the City shall conduct a preliminary hearing before the Personnel Committee within three (3) days of the effective date of suspension. The scope of such hearing shall be limited to the issue of whether a prehearing suspension shall be continued on the basis of potential danger or interference with operations, until a full hearing and determination is made.

I. Pre-Hearing Conference

Within seven (7) working days of the service of the disciplinary notice and in advance of a full disciplinary hearing, the employee and his Union representative and/or attorney shall be entitled to a meeting with the Mayor's designees to discuss on an informal basis the employee and employer's position on the charges. If a resolution is reached by both parties, such resolution shall immediately be reduced to writing and signed by both parties. Any settlement or proposal by either party may be withdrawn prior to acceptance, and such settlement or proposal shall not be used in any related subsequent hearing or arbitration proceeding arising from the same incident.

- J. If no resolution is reached at the pre-hearing conference, a hearing shall be held before the Personnel Committee within ten (10) working days after the pre-hearing. The Personnel Committee shall submit its findings and recommendations to the Mayor and the Mayor shall, within five (5) days of receipt of the Personnel Committee findings give his decision in writing to the employee, in duplicate.

K. Arbitration Procedure

In the event the employee is dissatisfied with the Mayor's decision, such decision may be appealed to Arbitration within ten (10) working days by serving notice of appeal to the City Clerk's Office. The Arbitration proceedings shall be conducted by an arbitrator selected by the Public Employment Relations Board as per the procedures of the Board.

The decision of the arbitrator shall be final and binding, subject only to limited court review as may be available for such determinations. The arbitrator shall be jointly required to issue his decision within thirty (30) days after the conclusion of testimony and argument.

No arbitrator functioning under the provisions of this procedure shall have any power to amend, modify or delete any provisions of this Agreement. The cost of arbitration shall be split evenly by the parties. In the event a party requires a transcript, such parties shall pay the cost of same and shall present a copy without cost to the other party.

It is agreed by the parties that formal disciplinary proceeding under this Article may be instituted only by the Department Head, Supervisory Personnel, the Mayor or the Mayor's designee.

ARTICLE XXVII

REDUCTION IN FORCE

Any reduction in force (layoff and recall) shall be in accordance with Civil Service Law of the State of New York for all employees covered under this contract. An employee who is laid off shall be allowed to continue in the Health Insurance Plan, provided that such employee pays the total cost thereof. The employee will have the right to continue in the Health Plan at his cost, for a period equal to his layoff, but not longer than four (4) years, or his recall period. An employee must be given a 14-calendar day notice of layoff.

ARTICLE XXVIII

SAFETY

The City shall provide such protective or occupational clothing and equipment as is deemed necessary by Management.

ARTICLE XXIX

EQUAL OPPORTUNITIES

The City and CSEA realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the employer and the CSEA to assure an equal opportunity in employment regardless of race, color, religion, sex, age or national origin.

ARTICLE XXX

WAGES

A. Step Plan

A 7-Step Plan has been adopted for the duration of the Agreement as set forth in Appendix A of this Agreement. A new class of positions shall be established pursuant to Appendix B.

1. Any CSEA employee who has been upgraded by virtue of this adopted wage Plan, or any employee hired prior to January 1, 1985, shall progress through the steps using the anniversary date of January 1st.
2. Any CSEA employee who has not been upgraded and was hired after January 1, 1985, shall progress through the steps using their anniversary date of hire.
3. The following increases will be added to the base salary:

2003 -	\$1,000.00 across the board increase to base salary (retroactive to be paid during the 1 st quarter of 2005)
2004-	\$1,000.00 across the board increase to base salary (retroactive to be paid during the 3 rd quarter of 2005)
2005-	\$1,000.00 across the board increase to base salary (Beginning January 1, 2005, the new wage schedule will contain the \$3,000.00 for 2003, 2004, 2005 on base salary)
Effective January 1, 2006-	\$1,100.00 across the board increase to base salary
Effective January 1, 2007-	\$1,100.00 across the board increase to base salary

In as the salary compensation for members of CSEA Unit 832 is based upon 2002 wages, the retroactive payments for the years 2003 & 2004 will be as follows:

2003 – The retroactive payment (based upon the across the board increase to base salary) will be \$1,000.00 to be paid during the 1st quarter of 2005 .

2004 – The retroactive payment (based upon the across the board increase to base salary) will be \$2,000.00 to be paid during the 3rd quarter of 2005.

- B. Reclassification/Promotion (See Page 12 "Article XII "Job Posting" paragraphs 1 and 2)

ARTICLE XXXI

LONGEVITY

- A. Effective January 1, 1998, an annual longevity payment will be paid to all full-time employees covered by this Agreement at the following rates:

- | | | |
|----|-------------------|---------------------|
| 1. | 5 – 9 years | \$450.00 per year |
| 2. | 10-14 years | \$600.00 per year |
| 3. | 15 – 19 years | \$750.00 per year |
| 4. | 20 –24 years | \$900.00 per year |
| 5. | 25 years and over | \$1,050.00 per year |

- B. Those employees who are eligible for a longevity payment on January 1, 1989, shall receive their longevity payment in a lump sum. Those employees who shall become eligible after January 1, 1989, for a longevity payment shall receive the same in a lump sum on completion of the first payroll following their anniversary date of continuous employment.

Those employees who are eligible for a longevity payment on January 1, 1990, shall receive their longevity payment in a lump sum on completion of the first payroll period following their anniversary date of continuous employment.

Those employees who shall become eligible after January 1, 1991 for a longevity payment shall receive the same in a lump sum on completion of the first payroll period following their anniversary date of continuous employment.

No employee will be eligible to receive more than one (1) longevity payment in any one calendar year. The parties agree that there is no

incremental pay system that will apply to any employee of the bargaining unit with respect to longevity.

ARTICLE XXXII

DENTAL/MEDICAL VISITS

At the discretion of the Department Head, employees will be allowed six annual medical or dental visits without loss of pay, sick leave, vacation or other leave benefits except that each such absence in excess of two (2) hours shall be charged to earned sick leave in one-half (1/2) day units. Half day units of sick leave for medical visits shall not apply against the sick leave incentive program. Employees shall, upon request, provide documentation to verify such medical/dental visits.

ARTICLE XXXIII

OUT-OF-GRADE WORK

A. Higher Grade

Each employee covered under this who is assigned to work in a title which is in a higher grade than the grade of the title which the employee permanently encumbers, shall be moved to a step in the higher grade which affords the employee an increase in pay. The employee shall be paid the higher rate of pay when the employee works more than two (2) hours in the higher classification. In such case the employee shall receive the higher rate of pay commencing with the first hour of work.

B. Lower Grade

Each employee covered under this contract who is assigned to a lower grade shall continue to receive the salary he/she is paid in the title which he/she permanently encumbers.

C. Acting Department Head

The Mayor has the discretion to designate employees as "Acting Department Heads" in the absence of a Department Head. Employees designated as such will be paid the difference between his/her salary and the Department Head's salary for the duration of the designation. Any

overtime worked by the employee during this designation must be approved by the Mayor, and shall be at one and one-half times the Department Head's salary. Employees have the right to decline this designation.

ARTICLE XXXIV

SENIORITY TRANSFER

Any employee who transfers by virtue of a title change from one bargaining unit to the CSEA bargaining unit, shall be credited with the years of service served in his/her former title(s) for the purpose of determining vacation, sick leave, personal leave, and longevity pay.

ARTICLE XXXV

CLOTHING ALLOWANCE

Employees in the following titles will receive an annual clothing allowance of \$200.00:

- Chief Process Operator WWTP
- Industrial Pre Treatment Coordinator
- WWTP Maintenance Supervisor
- Chief Public Works Mechanic
- Public Works Supervisor
- Water Distribution Maintenance Supervisor
- Water Treatment Plant Maintenance Supervisor
- Chief Water Treatment Plant Operator
- Assistant Director of Engineering
- Senior Engineering Technician (currently vacant)
- Engineering Technician
- Senior Building Inspector
- Building Inspector
- Rehabilitation Specialist
- Parking Lot and Meter Maintainer
- Director of Wastewater and Water Operations
- Chief Compost Plant Operator

ARTICLE XXXVI

COMPLETE AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees

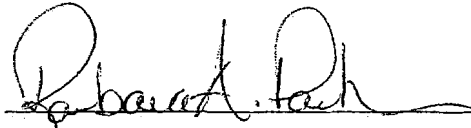
in the Unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective negotiations. Any prior commitment or agreement between the Employer and the Union, or any individual employee covered by this Agreement, is hereby superseded.

ARTICLE XXXVII


TERM OF AGREEMENT

This agreement shall be effect as of the first day of January, 2003, and shall remain in full force and effect through the thirty-first day of December, 2007.

CIVIL SERVICE EMPLOYEES ASSOC. INC.
LOCAL 1000, AFSCME, AFL-CIO
CITY OF LOCKPORT EMPLOYEE UNIT 832



Barbara Parker, President

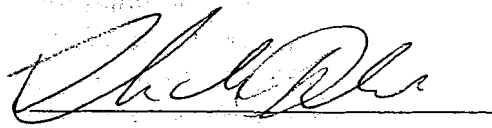


Candy Saxon, Labor
Relations Specialist

THE CITY OF LOCKPORT



Michael Tucker



Thomas DiMillo

Deputy Corporation Counsel

Dated 1/3/05

Appendix A

CSEA PAY PLAN 2003-2007
(hourly rates based on a 35 hour week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2003	1	\$17,410	9.57	\$18,328	10.07	\$19,243	10.57	\$20,160	11.08	\$21,076	11.58	\$21,994	12.08	\$22,908	12.59
1/1/2004		\$18,410	10.12	\$19,328	10.62	\$20,243	11.12	\$21,160	11.63	\$22,076	12.13	\$22,994	12.63	\$23,908	13.14
1/1/2005		\$19,410	10.66	\$20,328	11.17	\$21,243	11.67	\$22,160	12.18	\$23,076	12.68	\$23,994	13.18	\$24,908	13.69
1/1/2006		\$20,510	11.27	\$21,428	11.77	\$22,343	12.28	\$23,260	12.78	\$24,176	13.28	\$25,094	13.79	\$26,008	14.29
1/1/2007		\$21,610	11.87	\$22,528	12.38	\$23,443	12.88	\$24,360	13.38	\$25,276	13.89	\$26,194	14.39	\$27,108	14.89
1/1/2003	2	\$19,243	10.57	\$20,160	11.08	\$21,076	11.58	\$21,994	12.08	\$22,908	12.59	\$23,824	13.09	\$24,739	13.59
1/1/2004		\$20,243	11.12	\$21,160	11.63	\$22,076	12.13	\$22,994	12.63	\$23,908	13.14	\$24,824	13.64	\$25,739	14.14
1/1/2005		\$21,243	11.67	\$22,160	12.18	\$23,076	12.68	\$23,994	13.18	\$24,908	13.69	\$25,824	14.19	\$26,739	14.69
1/1/2006		\$22,343	12.28	\$23,260	12.78	\$24,176	13.28	\$25,094	13.79	\$26,008	14.29	\$26,924	14.79	\$27,839	15.30
1/1/2007		\$23,443	12.88	\$24,360	13.38	\$25,276	13.89	\$26,194	14.39	\$27,108	14.89	\$28,024	15.40	\$28,939	15.90
1/1/2003	3	\$21,076	11.58	\$21,994	12.08	\$22,908	12.59	\$23,824	13.09	\$24,739	13.59	\$25,657	14.10	\$26,574	14.60
1/1/2004		\$22,076	12.13	\$22,994	12.63	\$23,908	13.14	\$24,824	13.64	\$25,739	14.14	\$26,657	14.65	\$27,574	15.15
1/1/2005		\$23,076	12.68	\$23,994	13.18	\$24,908	13.69	\$25,824	14.19	\$26,739	14.69	\$27,657	15.20	\$28,574	15.70
1/1/2006		\$24,176	13.28	\$25,094	13.79	\$26,008	14.29	\$26,924	14.79	\$27,839	15.30	\$28,757	15.80	\$29,674	16.30
1/1/2007		\$25,276	13.89	\$26,194	14.39	\$27,108	14.89	\$28,024	15.40	\$28,939	15.90	\$29,857	16.40	\$30,774	16.91
1/1/2003	4	\$22,908	12.59	\$23,824	13.09	\$24,739	13.59	\$25,657	14.10	\$26,574	14.60	\$27,490	15.10	\$28,407	15.61
1/1/2004		\$23,908	13.14	\$24,824	13.64	\$25,739	14.14	\$26,657	14.65	\$27,574	15.15	\$28,490	15.65	\$29,407	16.16
1/1/2005		\$24,908	13.69	\$25,824	14.19	\$26,739	14.69	\$27,657	15.20	\$28,574	15.70	\$29,490	16.20	\$30,407	16.71
1/1/2006		\$26,008	14.29	\$26,924	14.79	\$27,839	15.30	\$28,757	15.80	\$29,674	16.30	\$30,590	16.81	\$31,507	17.31
1/1/2007		\$27,108	14.89	\$28,024	15.40	\$28,939	15.90	\$29,857	16.40	\$30,774	16.91	\$31,690	17.41	\$32,607	17.92
1/1/2003	5	\$24,739	13.59	\$25,657	14.10	\$26,574	14.60	\$27,490	15.10	\$28,407	15.61	\$29,322	16.11	\$30,241	16.62
1/1/2004		\$25,739	14.14	\$26,657	14.65	\$27,574	15.15	\$28,490	15.65	\$29,407	16.16	\$30,322	16.66	\$31,241	17.17
1/1/2005		\$26,739	14.69	\$27,657	15.20	\$28,574	15.70	\$29,490	16.20	\$30,407	16.71	\$31,322	17.21	\$32,241	17.71
1/1/2006		\$27,839	15.30	\$28,757	15.80	\$29,674	16.30	\$30,590	16.81	\$31,507	17.31	\$32,422	17.81	\$33,341	18.32
1/1/2007		\$28,939	15.90	\$29,857	16.40	\$30,774	16.91	\$31,690	17.41	\$32,607	17.92	\$33,522	18.42	\$34,441	18.92
1/1/2003	6	\$26,574	14.60	\$27,490	15.10	\$28,407	15.61	\$29,322	16.11	\$30,241	16.62	\$31,156	17.12	\$32,073	17.62
1/1/2004		\$27,574	15.15	\$28,490	15.65	\$29,407	16.16	\$30,322	16.66	\$31,241	17.17	\$32,156	17.67	\$33,073	18.17
1/1/2005		\$28,574	15.70	\$29,490	16.20	\$30,407	16.71	\$31,322	17.21	\$32,241	17.71	\$33,156	18.22	\$34,073	18.72
1/1/2006		\$29,674	16.30	\$30,590	16.81	\$31,507	17.31	\$32,422	17.81	\$33,341	18.32	\$34,256	18.82	\$35,173	19.33
1/1/2007		\$30,774	16.91	\$31,690	17.41	\$32,607	17.92	\$33,522	18.42	\$34,441	18.92	\$35,356	19.43	\$36,273	19.93
1/1/2003	7	\$28,407	15.61	\$29,322	16.11	\$30,241	16.62	\$31,156	17.12	\$32,073	17.62	\$32,990	18.13	\$33,904	18.63
1/1/2004		\$29,407	16.16	\$30,322	16.66	\$31,241	17.17	\$32,156	17.67	\$33,073	18.17	\$33,990	18.68	\$34,904	19.18
1/1/2005		\$30,407	16.71	\$31,322	17.21	\$32,241	17.71	\$33,156	18.22	\$34,073	18.72	\$34,990	19.23	\$35,904	19.73
1/1/2006		\$31,507	17.31	\$32,422	17.81	\$33,341	18.32	\$34,256	18.82	\$35,173	19.33	\$36,090	19.83	\$37,004	20.33
1/1/2007		\$32,607	17.92	\$33,522	18.42	\$34,441	18.92	\$35,356	19.43	\$36,273	19.93	\$37,190	20.43	\$38,104	20.94
1/1/2003	8	\$30,241	16.62	\$31,156	17.12	\$32,073	17.62	\$32,990	18.13	\$33,904	18.63	\$34,824	19.13	\$35,738	19.64
1/1/2004		\$31,241	17.17	\$32,156	17.67	\$33,073	18.17	\$33,990	18.68	\$34,904	19.18	\$35,824	19.68	\$36,738	20.19
1/1/2005		\$32,241	17.71	\$33,156	18.22	\$34,073	18.72	\$34,990	19.23	\$35,904	19.73	\$36,824	20.23	\$37,738	20.74
1/1/2006		\$33,341	18.32	\$34,256	18.82	\$35,173	19.33	\$36,090	19.83	\$37,004	20.33	\$37,924	20.84	\$38,838	21.34
1/1/2007		\$34,441	18.92	\$35,356	19.43	\$36,273	19.93	\$37,190	20.43	\$38,104	20.94	\$39,024	21.44	\$39,938	21.94

Appendix A

CSEA PAY PLAN 2003-2007
(hourly rates based on a 35 hour week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2003	9	\$32,073	17.62	\$32,990	18.13	\$33,904	18.63	\$34,824	19.13	\$35,738	19.64	\$36,655	20.14	\$37,572	20.64
1/1/2004		\$33,073	18.17	\$33,990	18.68	\$34,904	19.18	\$35,824	19.68	\$36,738	20.19	\$37,655	20.69	\$38,572	21.19
1/1/2005		\$34,073	18.72	\$34,990	19.23	\$35,904	19.73	\$36,824	20.23	\$37,738	20.74	\$38,655	21.24	\$39,572	21.74
1/1/2006		\$35,173	19.33	\$36,090	19.83	\$37,004	20.33	\$37,924	20.84	\$38,838	21.34	\$39,755	21.84	\$40,672	22.35
1/1/2007		\$36,273	19.93	\$37,190	20.43	\$38,104	20.94	\$39,024	21.44	\$39,938	21.94	\$40,855	22.45	\$41,772	22.95
1/1/2003	10	\$33,904	18.63	\$34,824	19.13	\$35,738	19.64	\$36,655	20.14	\$37,572	20.64	\$38,488	21.15	\$39,406	21.65
1/1/2004		\$34,904	19.18	\$35,824	19.68	\$36,738	20.19	\$37,655	20.69	\$38,572	21.19	\$39,488	21.70	\$40,406	22.20
1/1/2005		\$35,904	19.73	\$36,824	20.23	\$37,738	20.74	\$38,655	21.24	\$39,572	21.74	\$40,488	22.25	\$41,406	22.75
1/1/2006		\$37,004	20.33	\$37,924	20.84	\$38,838	21.34	\$39,755	21.84	\$40,672	22.35	\$41,588	22.85	\$42,506	23.35
1/1/2007		\$38,104	20.94	\$39,024	21.44	\$39,938	21.94	\$40,855	22.45	\$41,772	22.95	\$42,688	23.45	\$43,606	23.96
1/1/2003	11	\$35,738	19.64	\$36,655	20.14	\$37,572	20.64	\$38,488	21.15	\$39,406	21.65	\$40,321	22.15	\$41,239	22.66
1/1/2004		\$36,738	20.19	\$37,655	20.69	\$38,572	21.19	\$39,488	21.70	\$40,406	22.20	\$41,321	22.70	\$42,239	23.21
1/1/2005		\$37,738	20.74	\$38,655	21.24	\$39,572	21.74	\$40,488	22.25	\$41,406	22.75	\$42,321	23.25	\$43,239	23.76
1/1/2006		\$38,838	21.34	\$39,755	21.84	\$40,672	22.35	\$41,588	22.85	\$42,506	23.35	\$43,421	23.86	\$44,339	24.36
1/1/2007		\$39,938	21.94	\$40,855	22.45	\$41,772	22.95	\$42,688	23.45	\$43,606	23.96	\$44,521	24.46	\$45,439	24.97
1/1/2003	12	\$37,572	20.64	\$38,488	21.15	\$39,406	21.65	\$40,321	22.15	\$41,239	22.66	\$42,154	23.16	\$43,070	23.66
1/1/2004		\$38,572	21.19	\$39,488	21.70	\$40,406	22.20	\$41,321	22.70	\$42,239	23.21	\$43,154	23.71	\$44,070	24.21
1/1/2005		\$39,572	21.74	\$40,488	22.25	\$41,406	22.75	\$42,321	23.25	\$43,239	23.76	\$44,154	24.26	\$45,070	24.76
1/1/2006		\$40,672	22.35	\$41,588	22.85	\$42,506	23.35	\$43,421	23.86	\$44,339	24.36	\$45,254	24.86	\$46,170	25.37
1/1/2007		\$41,772	22.95	\$42,688	23.45	\$43,606	23.96	\$44,521	24.46	\$45,439	24.97	\$46,354	25.47	\$47,270	25.97
1/1/2003	13	\$39,406	21.65	\$40,321	22.15	\$41,239	22.66	\$42,154	23.16	\$43,070	23.66	\$43,987	24.17	\$44,905	24.67
1/1/2004		\$40,406	22.20	\$41,321	22.70	\$42,239	23.21	\$43,154	23.71	\$44,070	24.21	\$44,987	24.72	\$45,905	25.22
1/1/2005		\$41,406	22.75	\$42,321	23.25	\$43,239	23.76	\$44,154	24.26	\$45,070	24.76	\$45,987	25.27	\$46,905	25.77
1/1/2006		\$42,506	23.35	\$43,421	23.86	\$44,339	24.36	\$45,254	24.86	\$46,170	25.37	\$47,087	25.87	\$48,005	26.38
1/1/2007		\$43,606	23.96	\$44,521	24.46	\$45,439	24.97	\$46,354	25.47	\$47,270	25.97	\$48,187	26.48	\$49,105	26.98
1/1/2003	14	\$41,239	22.66	\$42,154	23.16	\$43,070	23.66	\$43,987	24.17	\$44,905	24.67	\$45,821	25.18	\$46,736	25.68
1/1/2004		\$42,239	23.21	\$43,154	23.71	\$44,070	24.21	\$44,987	24.72	\$45,905	25.22	\$46,821	25.73	\$47,736	26.23
1/1/2005		\$43,239	23.76	\$44,154	24.26	\$45,070	24.76	\$45,987	25.27	\$46,905	25.77	\$47,821	26.28	\$48,736	26.78
1/1/2006		\$44,339	24.36	\$45,254	24.86	\$46,170	25.37	\$47,087	25.87	\$48,005	26.38	\$48,921	26.88	\$49,836	27.38
1/1/2007		\$45,439	24.97	\$46,354	25.47	\$47,270	25.97	\$48,187	26.48	\$49,105	26.98	\$50,021	27.48	\$50,936	27.99
1/1/2003	15	\$43,070	23.66	\$43,988	24.17	\$44,905	24.67	\$45,821	25.18	\$46,736	25.68	\$47,651	26.18	\$48,567	26.69
1/1/2004		\$44,070	24.21	\$44,988	24.72	\$45,905	25.22	\$46,821	25.73	\$47,736	26.23	\$48,651	26.73	\$49,567	27.23
1/1/2005		\$45,070	24.76	\$45,988	25.27	\$46,905	25.77	\$47,821	26.28	\$48,736	26.78	\$49,651	27.28	\$50,567	27.78
1/1/2006		\$46,170	25.37	\$47,088	25.87	\$48,005	26.38	\$48,921	26.88	\$49,836	27.38	\$50,751	27.89	\$51,667	28.39
1/1/2007		\$47,270	25.97	\$48,188	26.48	\$49,105	26.98	\$50,021	27.48	\$50,936	27.99	\$51,851	28.49	\$52,767	28.99

Appendix A

CSEA PAY PLAN 2003-2007
(hourly rates based on a 40 hour week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2003	1	\$17,410	8.37	\$18,328	8.81	\$19,243	9.25	\$20,160	9.69	\$21,076	10.13	\$21,994	10.57	\$22,908	11.01
1/1/2004		\$18,410	8.85	\$19,328	9.29	\$20,243	9.73	\$21,160	10.17	\$22,076	10.61	\$22,994	11.05	\$23,908	11.49
1/1/2005		\$19,410	9.33	\$20,328	9.77	\$21,243	10.21	\$22,160	10.65	\$23,076	11.09	\$23,994	11.54	\$24,908	11.98
1/1/2006		\$20,510	9.86	\$21,428	10.30	\$22,343	10.74	\$23,260	11.18	\$24,176	11.62	\$25,094	12.06	\$26,008	12.50
1/1/2007		\$21,610	10.39	\$22,528	10.83	\$23,443	11.27	\$24,360	11.71	\$25,276	12.15	\$26,194	12.59	\$27,108	13.03
1/1/2003	2	\$19,243	9.25	\$20,160	9.69	\$21,076	10.13	\$21,994	10.57	\$22,908	11.01	\$23,824	11.45	\$24,739	11.89
1/1/2004		\$20,243	9.73	\$21,160	10.17	\$22,076	10.61	\$22,994	11.05	\$23,908	11.49	\$24,824	11.93	\$25,739	12.37
1/1/2005		\$21,243	10.21	\$22,160	10.65	\$23,076	11.09	\$23,994	11.54	\$24,908	11.98	\$25,824	12.42	\$26,739	12.86
1/1/2006		\$22,343	10.74	\$23,260	11.18	\$24,176	11.62	\$25,094	12.06	\$26,008	12.50	\$26,924	12.94	\$27,839	13.38
1/1/2007		\$23,443	11.27	\$24,360	11.71	\$25,276	12.15	\$26,194	12.59	\$27,108	13.03	\$28,024	13.47	\$28,939	13.91
1/1/2003	3	\$21,076	10.13	\$21,994	10.57	\$22,908	11.01	\$23,824	11.45	\$24,739	11.89	\$25,657	12.34	\$26,574	12.78
1/1/2004		\$22,076	10.61	\$22,994	11.05	\$23,908	11.49	\$24,824	11.93	\$25,739	12.37	\$26,657	12.82	\$27,574	13.26
1/1/2005		\$23,076	11.09	\$23,994	11.54	\$24,908	11.98	\$25,824	12.42	\$26,739	12.86	\$27,657	13.30	\$28,574	13.74
1/1/2006		\$24,176	11.62	\$25,094	12.06	\$26,008	12.50	\$26,924	12.94	\$27,839	13.38	\$28,757	13.83	\$29,674	14.27
1/1/2007		\$25,276	12.15	\$26,194	12.59	\$27,108	13.03	\$28,024	13.47	\$28,939	13.91	\$29,857	14.35	\$30,774	14.80
1/1/2003	4	\$22,908	11.01	\$23,824	11.45	\$24,739	11.89	\$25,657	12.34	\$26,574	12.78	\$27,490	13.22	\$28,407	13.66
1/1/2004		\$23,908	11.49	\$24,824	11.93	\$25,739	12.37	\$26,657	12.82	\$27,574	13.26	\$28,490	13.70	\$29,407	14.14
1/1/2005		\$24,908	11.98	\$25,824	12.42	\$26,739	12.86	\$27,657	13.30	\$28,574	13.74	\$29,490	14.18	\$30,407	14.62
1/1/2006		\$26,008	12.50	\$26,924	12.94	\$27,839	13.38	\$28,757	13.83	\$29,674	14.27	\$30,590	14.71	\$31,507	15.15
1/1/2007		\$27,108	13.03	\$28,024	13.47	\$28,939	13.91	\$29,857	14.35	\$30,774	14.80	\$31,690	15.24	\$32,607	15.68
1/1/2003	5	\$24,739	11.89	\$25,657	12.34	\$26,574	12.78	\$27,490	13.22	\$28,407	13.66	\$29,322	14.10	\$30,241	14.54
1/1/2004		\$25,739	12.37	\$26,657	12.82	\$27,574	13.26	\$28,490	13.70	\$29,407	14.14	\$30,322	14.58	\$31,241	15.02
1/1/2005		\$26,739	12.86	\$27,657	13.30	\$28,574	13.74	\$29,490	14.18	\$30,407	14.62	\$31,322	15.06	\$32,241	15.50
1/1/2006		\$27,839	13.38	\$28,757	13.83	\$29,674	14.27	\$30,590	14.71	\$31,507	15.15	\$32,422	15.59	\$33,341	16.03
1/1/2007		\$28,939	13.91	\$29,857	14.35	\$30,774	14.80	\$31,690	15.24	\$32,607	15.68	\$33,522	16.12	\$34,441	16.56
1/1/2003	6	\$26,574	12.78	\$27,490	13.22	\$28,407	13.66	\$29,322	14.10	\$30,241	14.54	\$31,156	14.98	\$32,073	15.42
1/1/2004		\$27,574	13.26	\$28,490	13.70	\$29,407	14.14	\$30,322	14.58	\$31,241	15.02	\$32,156	15.46	\$33,073	15.90
1/1/2005		\$28,574	13.74	\$29,490	14.18	\$30,407	14.62	\$31,322	15.06	\$32,241	15.50	\$33,156	15.94	\$34,073	16.38
1/1/2006		\$29,674	14.27	\$30,590	14.71	\$31,507	15.15	\$32,422	15.59	\$33,341	16.03	\$34,256	16.47	\$35,173	16.91
1/1/2007		\$30,774	14.80	\$31,690	15.24	\$32,607	15.68	\$33,522	16.12	\$34,441	16.56	\$35,356	17.00	\$36,273	17.44
1/1/2003	7	\$28,407	13.66	\$29,322	14.10	\$30,241	14.54	\$31,156	14.98	\$32,073	15.42	\$32,990	15.86	\$33,904	16.30
1/1/2004		\$29,407	14.14	\$30,322	14.58	\$31,241	15.02	\$32,156	15.46	\$33,073	15.90	\$33,990	16.34	\$34,904	16.78
1/1/2005		\$30,407	14.62	\$31,322	15.06	\$32,241	15.50	\$33,156	15.94	\$34,073	16.38	\$34,990	16.82	\$35,904	17.26
1/1/2006		\$31,507	15.15	\$32,422	15.59	\$33,341	16.03	\$34,256	16.47	\$35,173	16.91	\$36,090	17.35	\$37,004	17.79
1/1/2007		\$32,607	15.68	\$33,522	16.12	\$34,441	16.56	\$35,356	17.00	\$36,273	17.44	\$37,190	17.88	\$38,104	18.32
1/1/2003	8	\$30,241	14.54	\$31,156	14.98	\$32,073	15.42	\$32,990	15.86	\$33,904	16.30	\$34,824	16.74	\$35,738	17.18
1/1/2004		\$31,241	15.02	\$32,156	15.46	\$33,073	15.90	\$33,990	16.34	\$34,904	16.78	\$35,824	17.22	\$36,738	17.66
1/1/2005		\$32,241	15.50	\$33,156	15.94	\$34,073	16.38	\$34,990	16.82	\$35,904	17.26	\$36,824	17.70	\$37,738	18.14
1/1/2006		\$33,341	16.03	\$34,256	16.47	\$35,173	16.91	\$36,090	17.35	\$37,004	17.79	\$37,924	18.23	\$38,838	18.67
1/1/2007		\$34,441	16.56	\$35,356	17.00	\$36,273	17.44	\$37,190	17.88	\$38,104	18.32	\$39,024	18.76	\$39,938	19.20

Appendix A

CSEA PAY PLAN 2003-2007
 (hourly rates based on a 40 hour week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2003	9	\$32,073	15.42	\$32,990	15.86	\$33,904	16.30	\$34,824	16.74	\$35,738	17.18	\$36,655	17.62	\$37,572	18.06
1/1/2004		\$33,073	15.90	\$33,990	16.34	\$34,904	16.78	\$35,824	17.22	\$36,738	17.66	\$37,655	18.10	\$38,572	18.54
1/1/2005		\$34,073	16.38	\$34,990	16.82	\$35,904	17.26	\$36,824	17.70	\$37,738	18.14	\$38,655	18.58	\$39,572	19.03
1/1/2006		\$35,173	16.91	\$36,090	17.35	\$37,004	17.79	\$37,924	18.23	\$38,838	18.67	\$39,755	19.11	\$40,672	19.55
1/1/2007		\$36,273	17.44	\$37,190	17.88	\$38,104	18.32	\$39,024	18.76	\$39,938	19.20	\$40,855	19.64	\$41,772	20.08
1/1/2003	10	\$33,904	16.30	\$34,824	16.74	\$35,738	17.18	\$36,655	17.62	\$37,572	18.06	\$38,488	18.50	\$39,406	18.95
1/1/2004		\$34,904	16.78	\$35,824	17.22	\$36,738	17.66	\$37,655	18.10	\$38,572	18.54	\$39,488	18.98	\$40,406	19.43
1/1/2005		\$35,904	17.26	\$36,824	17.70	\$37,738	18.14	\$38,655	18.58	\$39,572	19.03	\$40,488	19.47	\$41,406	19.91
1/1/2006		\$37,004	17.79	\$37,924	18.23	\$38,838	18.67	\$39,755	19.11	\$40,672	19.55	\$41,588	19.99	\$42,506	20.44
1/1/2007		\$38,104	18.32	\$39,024	18.76	\$39,938	19.20	\$40,855	19.64	\$41,772	20.08	\$42,688	20.52	\$43,606	20.96
1/1/2003	11	\$35,738	17.18	\$36,655	17.62	\$37,572	18.06	\$38,488	18.50	\$39,406	18.95	\$40,321	19.39	\$41,239	19.83
1/1/2004		\$36,738	17.66	\$37,655	18.10	\$38,572	18.54	\$39,488	18.98	\$40,406	19.43	\$41,321	19.87	\$42,239	20.31
1/1/2005		\$37,738	18.14	\$38,655	18.58	\$39,572	19.03	\$40,488	19.47	\$41,406	19.91	\$42,321	20.35	\$43,239	20.79
1/1/2006		\$38,838	18.67	\$39,755	19.11	\$40,672	19.55	\$41,588	19.99	\$42,506	20.44	\$43,421	20.88	\$44,339	21.32
1/1/2007		\$39,938	19.20	\$40,855	19.64	\$41,772	20.08	\$42,688	20.52	\$43,606	20.96	\$44,521	21.40	\$45,439	21.85
1/1/2003	12	\$37,572	18.06	\$38,488	18.50	\$39,406	18.95	\$40,321	19.39	\$41,239	19.83	\$42,154	20.27	\$43,070	20.71
1/1/2004		\$38,572	18.54	\$39,488	18.98	\$40,406	19.43	\$41,321	19.87	\$42,239	20.31	\$43,154	20.75	\$44,070	21.19
1/1/2005		\$39,572	19.03	\$40,488	19.47	\$41,406	19.91	\$42,321	20.35	\$43,239	20.79	\$44,154	21.23	\$45,070	21.67
1/1/2006		\$40,672	19.55	\$41,588	19.99	\$42,506	20.44	\$43,421	20.88	\$44,339	21.32	\$45,254	21.76	\$46,170	22.20
1/1/2007		\$41,772	20.08	\$42,688	20.52	\$43,606	20.96	\$44,521	21.40	\$45,439	21.85	\$46,354	22.29	\$47,270	22.73
1/1/2003	13	\$39,406	18.95	\$40,321	19.39	\$41,239	19.83	\$42,154	20.27	\$43,070	20.71	\$43,987	21.15	\$44,905	21.59
1/1/2004		\$40,406	19.43	\$41,321	19.87	\$42,239	20.31	\$43,154	20.75	\$44,070	21.19	\$44,987	21.63	\$45,905	22.07
1/1/2005		\$41,406	19.91	\$42,321	20.35	\$43,239	20.79	\$44,154	21.23	\$45,070	21.67	\$45,987	22.11	\$46,905	22.55
1/1/2006		\$42,506	20.44	\$43,421	20.88	\$44,339	21.32	\$45,254	21.76	\$46,170	22.20	\$47,087	22.64	\$48,005	23.08
1/1/2007		\$43,606	20.96	\$44,521	21.40	\$45,439	21.85	\$46,354	22.29	\$47,270	22.73	\$48,187	23.17	\$49,105	23.61
1/1/2003	14	\$41,239	19.83	\$42,154	20.27	\$43,070	20.71	\$43,987	21.15	\$44,905	21.59	\$45,821	22.03	\$46,736	22.47
1/1/2004		\$42,239	20.31	\$43,154	20.75	\$44,070	21.19	\$44,987	21.63	\$45,905	22.07	\$46,821	22.51	\$47,736	22.95
1/1/2005		\$43,239	20.79	\$44,154	21.23	\$45,070	21.67	\$45,987	22.11	\$46,905	22.55	\$47,821	22.99	\$48,736	23.43
1/1/2006		\$44,339	21.32	\$45,254	21.76	\$46,170	22.20	\$47,087	22.64	\$48,005	23.08	\$48,921	23.52	\$49,836	23.96
1/1/2007		\$45,439	21.85	\$46,354	22.29	\$47,270	22.73	\$48,187	23.17	\$49,105	23.61	\$50,021	24.05	\$50,936	24.49
1/1/2003	15	\$43,070	20.71	\$43,988	21.15	\$44,905	21.59	\$45,821	22.03	\$46,736	22.47	\$47,651	22.91	\$48,567	23.35
1/1/2004		\$44,070	21.19	\$44,988	21.63	\$45,905	22.07	\$46,821	22.51	\$47,736	22.95	\$48,651	23.39	\$49,567	23.83
1/1/2005		\$45,070	21.67	\$45,988	22.11	\$46,905	22.55	\$47,821	22.99	\$48,736	23.43	\$49,651	23.87	\$50,567	24.31
1/1/2006		\$46,170	22.20	\$47,088	22.64	\$48,005	23.08	\$48,921	23.52	\$49,836	23.96	\$50,751	24.40	\$51,667	24.84
1/1/2007		\$47,270	22.73	\$48,188	23.17	\$49,105	23.61	\$50,021	24.05	\$50,936	24.49	\$51,851	24.93	\$52,767	25.37

APPENDIX B

CITY OF LOCKPORT –C.S.E.A. POSITION CLASSIFICATION

Grade 1:	Clerk
Grade 2:	Senior Typist Typist
Grade 3:	Account Clerk Account Clerk Typist Cashier Cashier Typist Real Property Tax Service Assistant Youth Bureau Aide Senior Typist Secretary to the Chief of Police Computer Technician/Payroll Aide Clerk/Matron
Grade 4:	Senior Stenographer
Grade 5:	Engineering Aide Real Property Appraisal Associate
Grade 6:	Building Inspector Trainee Recreation Program Coordinator Senior Account Clerk Youth Program Coordinator
Grade 7:	Engineering Technician Parking Lot & Meter Maintainer Principal Account Clerk Principal Account Clerk Typist Tax Enforcement Clerk
Grade 8:	Building Inspector Rehabilitation Coordinator Rehabilitation Specialist
Grade 9:	Assistant Youth & Recreation Director Rehabilitation Coordinator Senior Engineering Technician Inspection Data Coordinator/Zoning Officer

- Grade 10:** Administrative Assistant – Community Development
Real Property Appraiser
Payroll/Benefits Administrator
Administrative Assistant
- Grade 11:** Senior Building Inspector
Chief Public Works Mechanic
Deputy City Clerk/Registrar – Vital Statistics
Deputy City Treasurer
Water Distribution Maintenance Supervisor
Water Treatment Plant – Maintenance Supervisor
Chief Compost Plant Operator
Electrician
- Grade 12:** Wastewater Treatment Plant – Maintenance Supervisor
Wastewater Treatment Plant Chief Process Operator
Chemist
- Grade 13:** Industrial Pre-Treatment Coordinator
Assistant Director of Engineering
Chief Water Treatment Plant Operator
City Auditor
- Grade 14:** Director of Wastewater and Water Operations
Public Works Supervisor
Wastewater Industrial Pretreatment Coordinator
- Grade 15:** Assistant City Engineer

MEMORANDUM OF AGREEMENT

The following Agreement between the City of Lockport and the five recognized collective bargaining units of the City of Lockport is the result of a cooperative effort to develop and implement a Medical Benefits program that is equitable to all City of Lockport employees.

This Medical Benefits Agreement will become an addendum to the Collective Bargaining Agreement contract of each of the five City of Lockport bargaining units listed below, only upon the ratification of each respective bargaining unit's Collective Bargaining Agreement.

CSEA, Local 1000, AFSCME, AFL-CIO, Unit 832
AFSCME Local 855
CWA Manager's Association, Dept. Heads/City of Lockport
Hickory Club
Firefighter's Association Local 963

For purposes of this Agreement, the definition of the term "active employee" will include any employee who is on the payroll including, but not limited to, those employees on paid leave of absence. The definition of the term "retiree" will include any employee that from this date forward, retires from employment with the City of Lockport.

Hospital and Medical Care Benefits

The "core" medical insurance plan will be the POS 201/POS 201 Plus with the \$5.00 Formulary RX coverage.

The City of Lockport agrees to pay the full cost of all referenced medical insurance benefits, as follows:

Active Employees

The parties hereto agree that there will be provided to each active employee, family or single medical insurance benefits fully paid by the City of Lockport. Active employees will have a choice of the following medical plans as agreed on upon jointly by all City of Lockport bargaining units as follows:

- Option One - POS 201 or POS 201 Plus with \$5.00 RX co-pay
- Option Two - POS 201 or POS 201 Plus with \$7/\$15/\$35 RX co-pay
- Option Three - POS 203 or POS 203 Plus with HRA 105 Account
- Option Four - POS 204 or POS 204 Plus with HRA 105 Account

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement.

The employee will have the opportunity to switch options during the annual open enrollment period each year.

Retirees

The City of Lockport will permit any active employee that retires from this date forward to retain their membership in said family or single medical plans, as follows, with the City of Lockport paying the full cost thereof; subject to the criteria set forth in each of the above referenced Collective Bargaining Agreements.

In addition, any employee that had previously opted out of the Medical Benefits program and received the lump-sum annual buy-out may, at the time of their retirement, opt to receive the Medical Benefits listed below.

The retired employees will have the opportunity to switch options during the annual open enrollment period each year.

Retirees will have the option of single, double or family medical coverage fully paid by the City of Lockport, as follows:

Employees hired prior to January 1, 1984

- | | |
|--------------|---|
| Option One | - PPO 811 National |
| Option Two | - PPO 812 National |
| Option Three | - POS 201 or 201 Plus with \$5.00 RX co-pay |
| Option Four | - POS 203 or 203 Plus with HRA 105 Account |
| Option Five | - POS 204 or 204 Plus with HRA 105 Account |

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement.

Employees hired after January 1, 1984

- | | |
|--------------|---|
| *Option One | - PPO 812 National |
| Option Two | - POS 201 or 201 Plus with \$5.00 RX co-pay |
| Option Three | - POS 203 or 203 Plus with HRA 105 account |
| Option Four | - POS 204 or 204 Plus with HRA 105 account |

**For employees hired after January 1, 1984, the PPO 812 will be available only to those retired employees who reside in an area outside the eight Western*

New York counties currently served by the Blue Cross/Blue Shield POS plans listed above for more than 180 days in a calendar year.

Any post 1984 employee who chooses to relocate outside the eight Western New York Counties served by the POS plans any time during their retirement can opt into the PPO 812 National plan during the next open enrollment period.

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement

All post-1984 employees participating in the PPO 812 National Plan may be required to submit to the City of Lockport proof of their residency outside the POS Plan coverage area. Acceptable proof of residency will be any one of the following:

- Valid driver's license
- Utility bill showing the mailing address outside the POS Plan coverage area
- Rental agreement for a property located outside the POS Plan coverage area

Any active employee who retires, from this day forward, who does not avail himself/herself of the coverage provided herein shall receive a lump sum of \$1,000 or the amount stated in the respective bargaining agreement contracts, if that amount is higher, by reason of such non-participation, beginning with the year 2004. Said sum shall be paid to such retired employee on the first payday in December, each year, and will be pro-rated if necessary.

Those individuals, who chose to receive the savings by virtue of their not participating in the medical insurance plan provided, may rejoin the plan during any open enrollment period, or upon the death of their spouse, or upon any qualifying life-changing event.

The City will allow the spouses of all employees, active and retired, to continue participation in the Medical Benefits Plan upon the death of the employee/retiree at the surviving spouse's own expense.

The City will make written notification to the President and Vice President of each bargaining unit as listed above, 10 days prior to the open enrollment period, informing them of the open enrollment period. In addition, upon the request of a representative of any of the above referenced bargaining units, the City of Lockport will arrange for a representative(s) of Blue Cross/Blue Shield to make themselves available to all employees on City of Lockport property, during employee work hours for the purposes of explaining benefits to aid in selection of the employees medical plan.

HRA 105 Account

P & A Administrative Services, Inc., at the expense of the City of Lockport, will administer the HRA 105 account and the existing Flexible Spending Account 125.

If an active or retiree dies and said employee has funds remaining in their HRA 105 account or their Flexible Spending Account 125, those funds will be transferred over to the employee's surviving spouse provided the spouse opts to continue the medical coverage at the surviving spouse's expense. The City of Lockport will not be required to make any future contributions after the employee's or retiree's death.

The following will apply to the HRA 105 account component of the POS 203/203 Plus and POS 204/204 Plus plan options offered to all retirees and active employees:

For those employees opting for the POS 203/203 Plus or the POS 204/204 Plus plans, the City will contribute the equivalent of the difference between the annual premium of the "core" POS 201 with \$5.00 RX plan and the annual amount of the premium of the chosen plan into the HRA 105 account of each employee or retiree choosing a Medical Plan with the HRA 105 component. The HRA 105 contributions will be made in a lump sum by the City to coincide with the initial start date of the agreed upon health plan and annually thereafter on the anniversary of the initial start date.

In addition, the City will notify, in writing, the President and Vice-President of each bargaining unit, the annual dollar amount of the City's HRA 105 contribution for each eligible POS Plan, 10 days prior to the initial open enrollment period and 10 days prior to the open enrollment period in all subsequent years, thereafter.

Any items not referenced in this Medical Benefits Agreement, including but not limited to the medical insurance buy-outs and eligibility for retirement benefits, will be in accordance with each bargaining unit's Collective Bargaining Agreement.

No changes may be made to this Medical Benefits Agreement by either party by any method, including but not limited to, Common Council Resolution or collective bargaining agreement language that has not been agreed to and ratified by all bargaining units as listed above. In addition, any change to the insurance provider or the level of benefits provided in the above designated plans and outlined on the attached benefit summaries will require written agreement by representatives of all five bargaining units and then only after ratification of the membership of all five bargaining units. This agreement is the

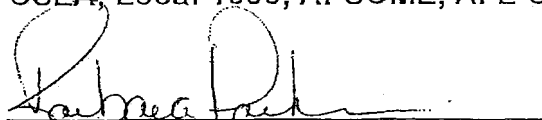
full understanding of all parties concerning Medical Benefits and shall supersede all others

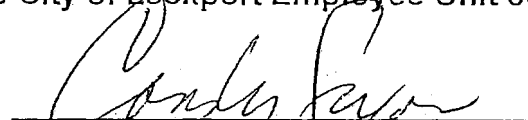
CITY OF LOCKPORT:


Michael Tucker, Mayor


Thomas DiMillo, Dep. Corp. Counsel

CSEA, Local 1000, AFSCME, AFL-CIO City of Lockport Employee Unit 832:



Barbara Parker, President


Candy Saxon, Labor Ref. Spec.

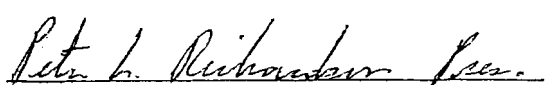
AFSCME Local 855:

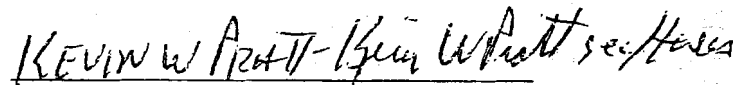


Hickory Club:


TODD A. CHENEZ

Firefighter's Association Local 963:


Peter L. Richardson Pres.


KEVIN W. PRATT - Kevin W. Pratt Sec. Treas.

CWA-Manager's Association City of Lockport Department Heads

Dated: _____

Summary of benefits for:

City of Lockport

BlueCross BlueShield
of Western New YorkTraditional Blue
POS 201/201 PlusPOS 201
Your Copay
\$5/\$10POS 201 Plus
Choose Your Copay
\$0/\$15 or \$5/\$10**Medical Services**

Office visits (\$0 copay for dependents under age 19)

\$5

\$0 or \$5

Routine physicals

\$5

\$0 or \$5

Well child visits and immunizations (up to age 19)

Covered in full

Covered in full

Diagnostic x-rays

\$10

\$15 or \$10

Laboratory testing

Covered in full

Covered in full

Chiropractic care

\$5

\$5

MRI

\$10

\$15 or \$10

Specialist visits

\$10

\$15 or \$10

Women's Services

Maternity care (prenatal & post-natal care)

Covered in full after
initial copayCovered in full after
initial copay

Gynecological office visits

\$5

\$0 or \$5

Mammograms

\$10

\$15 or \$10

Routine pap smears

Covered in full

Covered in full

Hospital Care

Inpatient stay - semi private room

Covered in Full

Covered in full

Outpatient surgery facility

\$10

\$15 or \$10

Chemotherapy, radiation therapy, inhalation therapy

\$10

\$15 or \$10

Cardiac rehabilitation (24 visits per year)

\$10

\$15 or \$10

Occupational, speech, physical therapy (30 aggregate visits)

\$10

\$15 or \$10

Emergency room visit (waived if admitted to hospital)

\$50

\$50

Emergency ambulance (medically necessary)

\$50

\$50

Mental Health Care

Inpatient (30 days per member per year)

Covered in full

Covered in full

Outpatient (20 visits per member per year)

50% for visits 1-20

50% for visits 1-20

Substance Abuse Treatment

Inpatient detoxification (30 days detox, 30 days rehab)

Covered in full

Covered in full

Outpatient (60 visits per member per calendar year)

\$10

\$10

Other Services

Diabetic supplies and equipment

\$5

\$0 or \$5

Durable medical equipment (no limit)

20% copay

20% copay

Home health care (In-network unlimited visits, Out-of-network 365 visits)

\$10

\$15 or \$10

Hospice (210 days)

Covered in full

Covered in full

Prosthetic devices

20% copay

20% copay

Skilled nursing facility non-custodial (unlimited days)

Covered in full

Covered in full

Prescription drugs (\$0 copay for generic contraceptive drugs)

\$5

\$5

Vision Care

Routine exam for every member (Vision Plus copay reflected)

\$10

\$10

Dependent Coverage

Dependent/Student coverage to age

25/25

25/25

Out-of-network

Deductible

\$250/\$500

\$250/\$500

Coinsurance

20%

20%

Out-of-pocket maximum

\$1,500/\$3,000

\$1,500/\$3,000

Annual maximum

None

None

Lifetime maximum

None

None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

Summary of Benefits for: City of Lockport

Traditional Blue
POS 201/201 Plus

POS 201
Your Copay
\$5/\$10

POS 201 Plus
Choose Your Copay
\$0/\$15 or \$5/\$10

Medical Services

Office visits (\$0 copay for dependents under age 19)	\$5	\$0 or \$5
Routine physicals	\$5	\$0 or \$5
Well child visits and immunizations (up to age 19)	Covered in full	Covered in full
Diagnostic x-rays	\$10	\$15 or \$10
Laboratory testing	Covered in full	Covered in full
Chiropractic care	\$5	\$5
MRI	\$10	\$15 or \$10
Specialist visits	\$10	\$15 or \$10

Women's Services

Maternity care (prenatal & post-natal care)	Covered in full after initial copay	Covered in full after initial copay
Gynecological office visits	\$5	\$0 or \$5
Mammograms	\$10	\$15 or \$10
Routine pap smears	Covered in full	Covered in full

Hospital Care

Inpatient stay – semi private room	Covered in Full	Covered in full
Outpatient surgery facility	\$10	\$15 or \$10
Chemotherapy, radiation therapy, inhalation therapy	\$10	\$15 or \$10
Cardiac rehabilitation (24 visits per year)	\$10	\$15 or \$10
Occupational, speech, physical therapy (30 aggregate visits)	\$10	\$15 or \$10
Emergency room visit (waived if admitted to hospital)	\$50	\$50
Emergency ambulance (medically necessary)	\$50	\$50

Mental Health Care

Inpatient (30 days per member per year)	Covered in full	Covered in full
Outpatient (20 visits per member per year)	50% for visits 1-20	50% for visits 1-20

Substance Abuse Treatment

Inpatient detoxification (30 days detox, 30 days rehab)	Covered in full	Covered in full
Outpatient (60 visits per member per calendar year)	\$10	\$10

Other Services

Diabetic supplies and equipment	\$5	\$0 or \$5
Durable medical equipment (no limit)	20% copay	20% copay
Home health care (In-network unlimited visits, Out-of-network 365 visits)	\$10	\$15 or \$10
Hospice (210 days)	Covered in full	Covered in full
Prosthetic devices	20% copay	20% copay
Skilled nursing facility non-custodial (unlimited days)	Covered in full	Covered in full
Prescription drugs (\$0 copay for generic contraceptive drugs)	\$7/\$15/\$35	\$7/\$15/\$35

Vision Care

Routine exam for every member (Vision Plus copay reflected)	\$10	\$10
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Dependent Coverage

Dependent/Student coverage to age	25/25	25/25
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Out-of-network

Deductible	\$250/\$500	\$250/\$500
Coinsurance	20%	20%
Out-of-pocket maximum	\$1,500/\$3,000	\$1,500/\$3,000
Annual maximum	None	None
Lifetime maximum	None	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

City of Lockport

Summary of Benefits

Traditional Blue POS 203/203 Plus	POS 203 Your Copay \$10/\$10	POS 203 Plus Choose Your Copay \$0/\$20 or \$5/\$15
Medical Services		
Office visits (\$0 copay for dependents under age 19)	\$10	\$0 or \$5
Routine physicals	\$10	\$0 or \$5
Well child visits and immunizations (up to age 19)	Covered in full	Covered in full
Diagnostic x-rays	\$10	\$20 or \$15
Laboratory testing	Covered in full	Covered in full
Chiropractic care	\$10	\$10
MRI	\$10	\$20 or \$15
Specialist visits	\$10	\$20 or \$15
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after initial copay	Covered in full after initial copay
Gynecological office visits	\$10	\$0 or \$5
Mammograms	\$10	\$20 or \$15
Routine pap smear	Covered in full	Covered in full
Hospital Care		
Inpatient stay – semi private room	Covered in Full	Covered in full
Outpatient surgery facility	\$10	\$20 or \$15
Chemotherapy, radiation therapy, inhalation therapy	\$10	\$20 or \$15
Cardiac rehabilitation (24 visits per year)	\$10	\$20 or \$15
Occupational, speech, physical therapy (30 aggregate visits)	\$10	\$20 or \$15
Emergency room visit (waived if admitted to hospital)	\$50	\$50
Emergency ambulance (medically necessary)	\$50	\$50
Mental Health Care		
Inpatient (30 days per member per year)	Covered in full	Covered in full
Outpatient (20 visits per member per year)	50% for visits 1-20	50% for visits 1-20
Substance Abuse Treatment		
Inpatient detoxification (30 days detox, 30 days rehab)	Covered in full	Covered in full
Outpatient (60 visits per member per calendar year)	\$10	\$10
Other Services		
Diabetic supplies and equipment	\$10	\$0 or \$5
Durable medical equipment (no limit)	50% copay	50% copay
Home health care (In-network unlimited visits, Out-of-network 365 visits)	\$10	\$20 or \$15
Hospice (210 days)	Covered in full	Covered
Prosthetic devices	Not covered	Not covered
Skilled nursing facility non-custodial (unlimited days)	Covered in full	Covered in full
Prescription drugs (\$0 copay for generic contraceptive drugs)	\$7/\$15/\$35	\$7/\$15/\$35
Vision Care		
Routine exam for every member (Vision Plus copay reflected)	\$10	\$10
Dependent Coverage		
Dependent/Student coverage to age	25/25	25/25
Out-of-network		
Deductible	\$500/\$1,000	\$500/\$1,000
Coinsurance	25%	25%
Out-of-pocket maximum	\$2,500/\$5,000	\$2,500/\$5,000
Annual maximum	None	None
Lifetime maximum	None	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

City of Lockport

Summary of Benefits

Traditional Blue
POS 204/204 Plus

POS 204
Your Copay
\$15/\$15

POS 204 Plus
Choose Your Copay
\$10/\$20 or \$15/\$15

Medical Services

Office visits (\$0 copay for dependents under age 19)	\$15	\$10 or \$15
Routine physicals	\$15	\$10 or \$15
Well child visits and immunizations (up to age 19)	Covered in full	Covered in full
Diagnostic x-rays	\$15	\$20 or \$15
Laboratory testing	Covered in full	Covered in full
Chiropractic care	\$15	\$15
MRI	\$15	\$20 or \$15
Specialist visits	\$15	\$20 or \$15

Women's Services

Maternity care (prenatal & post-natal care)	Covered in full after initial copay	Covered in full after initial copay
Gynecological office visits	\$15	\$10 or \$15
Mammograms	\$15	\$20 or \$15
Routine pap smear	Covered in full	Covered in full

Hospital Care

Inpatient stay – (\$0 copay for maternity admissions)	\$250/\$500	\$250/\$500
Outpatient surgery facility	\$15	\$20 or \$15
Chemotherapy, radiation therapy, inhalation therapy	\$15	\$20 or \$15
Cardiac rehabilitation (24 visits per year)	\$15	\$20 or \$15
Occupational, speech, physical therapy (30 aggregate visits)	\$15	\$20 or \$15
Emergency room visit (waived if admitted to hospital)	\$50	\$50
Emergency ambulance (medically necessary)	\$50	\$50

Mental Health Care

Inpatient (30 days per member per year)	\$250/\$500	\$250/\$500
Outpatient (20 visits per member per year)	50% for visits 1-20	50% for visits 1-20

Substance Abuse Treatment

Inpatient detoxification (30 days detox, 30 days rehab)	\$250/\$500	\$250/\$500
Outpatient (60 visits per member per calendar year)	\$15	\$15

Other Services

Diabetic supplies and equipment	\$15	\$10 or \$15
Durable medical equipment (no limit)	50% copay	50% copay
Home health care (In-network unlimited visits, Out-of-network 365 visits)	\$15	\$20 or \$15
Hospice (210 days)	Covered in full	Covered
Prosthetic devices	Not covered	Not covered
Skilled nursing facility non-custodial (unlimited days)	\$250/\$500	\$250/\$500
Prescription drugs (\$0 copay for generic contraceptive drugs) - no deductible	\$7/\$15/\$35	\$7/\$15/\$35

Vision Care

Routine exam for every member (Vision Plus copay reflected)	\$15	\$10
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Dependent Coverage

Dependent/Student coverage to age	25/25	25/25
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Out-of-network

Deductible	\$500/\$1,000	\$500/\$1,000
Coinsurance	25%	25%
Out-of-pocket maximum	\$2,500/\$5,000	\$2,500/\$5,000
Annual maximum	None	None
Lifetime maximum	None	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

City of Lockport Summary of Benefits

Traditional Blue PPO 811	In-Network	Out-of-Network
Medical Services		
Office visits	\$5	20% after deductible
Routine physicals	\$5	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% after deductible
Diagnostic x-rays	\$5	20% after deductible
Laboratory testing	\$5	20% after deductible
Chiropractic care	\$5	20% after deductible
MRI	\$5	20% after deductible
Specialist visits	\$5	20% after deductible
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after \$5 for initial visit	20% after deductible
Gynecological office visits	\$5	20% after deductible
Mammograms	\$5	20% after deductible
Routine pap smears	\$5	20% after deductible
Hospital Care		
Inpatient stay semi private room – OON limited to 365 days	Covered in full	20% after deductible
Outpatient surgery facility	\$5	20% after deductible
Chemotherapy, radiation therapy, inhalation therapy	\$5	20% after deductible
Cardiac rehabilitation (24 visits within 12 weeks of acute episode)	\$5	20% after deductible
Occupational, speech, physical therapy (60 aggregate visits)	\$5	20% after deductible
Emergency room visit (waived if admitted to hospital)	\$50	\$50
Emergency ambulance (medically necessary)	\$50	\$50
Mental Health Care		
Inpatient (30 days per member per calendar year)	Covered in full	20% after deductible
Outpatient (20 visits per member per year)	50%	50% after deductible
Substance Abuse Treatment		
Inpatient detoxification (7 days per calendar year)	Covered in full	20% after deductible
Outpatient (60 visits per member per calendar year)	\$5	20% after deductible
Other Services		
Diabetic supplies and equipment	\$5	20% after deductible
Durable medical equipment	Covered in full	50% after deductible
Home health care -200 aggregate visits per member per calendar year	\$5	20% after deductible
Hospice (210 days)	\$5	20% after deductible
Prosthetic devices	20%	Not covered
Skilled nursing facility non-custodial (120 days per calendar year)	Covered in full	20% after deductible
Prescription drugs (up to a 30 day supply)	\$5	Not covered
Vision Care		
Routine vision exam every 2 yrs, under age 14 w/refractive error every yr.	\$5	Not covered
Dependent Coverage		
Dependent/Student coverage to age	25/25	25/25
	In-Network	Out-of-Network
Deductible	None	\$250/\$500
Coinsurance	None	20%
Out-of-pocket maximum	None	\$1,000/\$2,000
Annual maximum	None	None
Lifetime maximum – Combined In & Out of Network per contract		None

This is a summary of covered benefits and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

City of Lockport

Summary of Benefits

Traditional Blue PPO 812	In-Network	Out-of-Network
Medical Services		
Office visits	\$10	20% after deductible
Routine physicals	\$10	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% after deductible
Diagnostic x-rays	\$10	20% after deductible
Laboratory testing	\$10	20% after deductible
Chiropractic care	\$10	20% after deductible
MRI	\$10	20% after deductible
Specialist visits	\$10	20% after deductible
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after \$10 for initial visit	20% after deductible
Gynecological office visits	\$10	20% after deductible
Mammograms	\$10	20% after deductible
Routine pap smears	\$10	20% after deductible
Hospital Care		
Inpatient stay semi private room – OON limited to 365 days	Covered in full	20% after deductible
Outpatient surgery facility	\$10	20% after deductible
Chemotherapy, radiation therapy, inhalation therapy	\$10	20% after deductible
Cardiac rehabilitation (24 visits within 12 weeks of acute episode)	\$10	20% after deductible
Occupational, speech, physical therapy (60 aggregate visits)	\$10	20% after deductible
Emergency room visit (waived if admitted to hospital)	\$50	\$50
Emergency ambulance (medically necessary)	\$50	\$50
Mental Health Care		
Inpatient (30 days per member per calendar year)	Covered in full	20% after deductible
Outpatient (20 visits per member per year)	50%	50% after deductible
Substance Abuse Treatment		
Inpatient detoxification (7 days per calendar year)	Covered in full	20% after deductible
Outpatient (60 visits per member per calendar year)	\$10	20% after deductible
Other Services		
Diabetic supplies and equipment	\$10	20% after deductible
Durable medical equipment	Covered in full	50% after deductible
Home health care –200 aggregate visits per member per calendar year	\$10	20% after deductible
Hospice (210 days)	\$10	20% after deductible
Prosthetic devices	20%	Not covered
Skilled nursing facility non-custodial (120 days per calendar year)	Covered in full	20% after deductible
Prescription drugs (up to a 30 day supply)	\$7/\$15/\$35	Not covered
Vision Care		
Routine vision exam every 2 yrs, under age 14 w/refractive error every yr.	\$10	Not covered
Dependent Coverage		
Dependent/Student coverage to age	25/25	25/25
	In-Network	Out-of-Network
Deductible	None	\$250/\$500
Coinsurance	None	20%
Out-of-pocket maximum	None	\$2,000/\$4,000
Annual maximum	None	None
Lifetime maximum – Combined In & Out of Network per contract.		None

This is a summary of covered benefits and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

